

Terms and conditions of use of the Lloyd's coverholder management website:

ATLAS TERMS AND CONDITIONS

IMPORTANT: THESE TERMS AND CONDITIONS ("ATLAS TERMS OF USE") APPLY TO THE ONLINE COVERHOLDER MANAGEMENT SYSTEM AVAILABLE ON THE LLOYD'S WEBSITE (www.loyds.com) KNOWN AS ATLAS. YOU WILL BE ASKED TO READ AND ACCEPT THESE TERMS OF USE BEFORE ACCESSING ATLAS. THESE TERMS OF USE ARE ISSUED BY LLOYD'S.

1. Definitions and Interpretation:

1.1 For the purposes of these Atlas Terms of Use:

"Applicable Regulations" means all applicable legislation, laws, regulations, rules or codes of practice which the Firm and its Users (including Devolved Administrators) must comply with when using Atlas;

"Devolved Administrator" means an individual nominated on behalf of a Firm who will be responsible for the appointment of Users within the Firm who will have access to Atlas in accordance with these Atlas Terms of Use;

"Firm" means a Lloyd's coverholder, Lloyd's broker or Lloyd's managing agent that has been given permission by Lloyd's to access and use Atlas;

"Firm User" means an individual nominated and registered by a Devolved Administrator to use Atlas;

"Information" means any data in any format submitted by Users to Atlas, including any information added to the Supporting Comments section, in connection with a specific application for the approval and registration of a coverholder and/or any amendments to an existing coverholder's information or permissions;

"Intellectual Property Rights" means all rights including but not limited to trade marks, names, logos, copyright, database rights, patents and know-how;

"User" means both Firm Users and Devolved Administrators;

the singular includes the plural and vice versa, unless the context otherwise requires.

2. Terms and conditions of use

2.1 A Firm must register a Devolved Administrator initially to access Atlas. By completing and signing the Atlas Application Form the Firm acknowledges and confirms that it is bound by the Atlas Terms of Use.

- 2.2 By accessing Atlas Users acknowledge that they accept and are bound by these Atlas Terms of Use.
- 2.3 A person who has neither accepted nor been deemed to have accepted these Atlas Terms of Use has no right to enforce any of its terms.
- 2.4 Lloyd's reserves the right to grant, restrict or revoke access of Users or prospective Users of Atlas at any time.
- 2.5 Lloyd's or its agents or suppliers may monitor usage of a User's password and their use of Atlas and any unusual patterns will be investigated.

3. Firm and User Responsibilities

- 3.1 Each Firm shall appoint a Devolved Administrator and will notify Lloyd's of the details of its Devolved Administrator and shall ensure that those details are kept up to date.
- 3.2 In the event that the Devolved Administrator ceases to be authorised by the Firm to use Atlas for any reason, including but not limited to change of function, termination, departure, the Firm will notify Lloyd's immediately in order for Lloyd's to disable their user name and password so that they may no longer access Atlas.
- 3.2 The Firm and Users will not provide any other individual or company with their user names and passwords.
- 3.3 The Firm and its Users must comply with the Applicable Regulations and these Atlas Terms of Use when submitting Information on Atlas.

4. Devolved Administrator Responsibilities

- 4.1 The Devolved Administrator will provide the Delegated Authorities Team with the information prescribed in the Atlas Application Form.
- 4.2 The Devolved Administrator shall be responsible for:
 - (i) appointing individual Users within their Firm who will have access to Atlas in accordance with the Atlas Terms of Use;
 - (ii) ensuring persons are appropriate to be added as Users;
 - (iii) allocating and re-setting user passwords;
 - (iv) removing individual Users within their Firm and shall do so immediately if the User ceases to be authorised by the Firm to use Atlas for any reason;

- (v) acting as a first contact point if Users within their Firm require assistance with Atlas;
 - (vi) advising the Delegated Authorities Team of any new broker numbers and pseudonyms (and deletions thereof) used by the Firm in connection with binding authority business;
 - (vii) advising the Delegated Authorities Team of any change to the Devolved Administrator or their details or the Firm's Compliance Officer and his/her email address; and
 - (viii) monitoring the conduct of their Firm's Users to ensure that they comply with the Atlas Terms of Use.
- 4.3 Devolved Administrators shall not share their secure id token or username and password with anyone else.
- 4.4 Devolved Administrators are responsible for ensuring that the Delegated Authorities Team is informed immediately of any loss of their secure id token.
- 4.5 If the Devolved Administrator acts for two or more Firms within a group, in addition to carrying out those responsibilities and duties set out in these Atlas Terms of Use in respect of all group member Firms, the Devolved Administrator shall ensure the Delegated Authorities Team is advised of any change of broker grouping.
- 4.6 In the event that Users cease to be authorised by their Firm or Lloyd's to use Atlas for any reason, including but not limited to change of function, termination, departure or any other action that would prevent them from having access to Atlas, the Devolved Administrator shall ensure that the User's username and password is disabled immediately to prevent them from accessing Atlas.

5. Lloyd's acting as Devolved Administrator

- 5.1 Lloyd's may at its discretion agree to act as Devolved Administrator on behalf of any Firm. In so acting Lloyd's excludes all liability to the Firm and to any other Firms and their Users and to any other third party other than for (i) fraud, or (ii) death and personal injury caused as a result of negligence on the part of Lloyd's or its employees.
- 5.2 Without prejudice to the generality of clause 5.1 above Lloyd's shall be under no obligation to comply with the provisions in these Atlas Terms of Use that relate to the obligations and responsibilities for Devolved Administrators including those as set out in clause 4 above.
- 5.3 Where Lloyd's agree to act as Devolved Administrator for a Firm, the Firm shall insofar as applicable comply with the obligations for a Devolved Administrator as set out in Clause 4 above.

6. Acceptable Use Policy

6.1 The Firm and Users may only use Atlas (a) for the purpose of enabling a coverholder to demonstrate that it remains suitable to be a Lloyd's coverholder; (b) for the purpose of obtaining any necessary consent or approval from Lloyd's; and (c) in accordance with these Atlas Terms of Use. The Firm and Users will be responsible for complying with the Applicable Regulations within the jurisdiction from which they are accessing Atlas.

6.2 The Firm and Users are prohibited from submitting, posting or transmitting to Atlas any Information or material which:

- (i) is unlawful, harassing, threatening, defamatory, harmful, profane, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (ii) distorts the normal competitive business environment. Examples of such prohibited conduct include but are not limited to, submitting Information that directly or indirectly fixes or increases prices or any other trading condition; limits or controls market or syndicate capacity or market share in a line of business; gives any recommendation, guidance or advice as to premiums, rates or discounts;
- (iii) violates a patent, trade mark, copyright, trade secret, other Intellectual Property Rights or confidentiality of others for which the User has not obtained all necessary licences and/or approvals;
- (iv) constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights or any third party, in the UK or any other country in the world;
- (v) constitutes any form of marketing; or
- (vi) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

6.3 The Firm and Users agree not to:

- (i) use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of Atlas including but not limited to uploading or making available files containing corrupt data or viruses via whatever means;
- (ii) deface, alter or interfere with the "look and feel" of Atlas or the underlying software code;

- (iii) take any action that imposes an unreasonable or disproportionately large load on Atlas or related infrastructure;
- (iv) obtain or attempt to obtain unauthorised access, via whatever means, to any of the Lloyd's networks.

6.4 In circumstances where a Firm or a User is in breach of any of the conditions in clauses 6.2 and 6.3 Lloyd's reserves the right to modify or alter any Information submitted by that User on Atlas, but this shall not affect any other remedy which may be available to Lloyd's.

7. Intellectual Property Rights

7.1 All Intellectual Property Rights together with the underlying software code on Atlas are owned by Lloyd's.

7.2 Any reproduction of the Intellectual Property Rights set out in clause 7.1 is strictly prohibited and the Firm and Users may not use such Intellectual Property Rights without the prior written consent of Lloyd's.

7.3 All Intellectual Property Rights in the Information provided by the Firm or its Users shall remain the in the ownership of the Firm and the Firm grants Lloyd's a perpetual licence to use the Information for the purposes of administering Atlas and the delegated authorities regime.

8. Use of Information and Confidentiality

8.1 Lloyd's will be entitled to use the Information provided by the Firm or the Users for its business purposes including but not limited to administering Atlas and for any of the purposes set out in the Intermediaries Byelaw or other applicable Lloyd's requirements and Lloyd's shall hold such information subject to the provisions set out in Part B of the Miscellaneous Provisions Byelaw (No 4 of 2006).

9. Updates

9.1 Lloyd's may make improvements or changes to Atlas from time to time. Any changes or improvements that are material as determined in Lloyd's sole discretion will be notified to the Firm and Users.

9.2 Lloyd's may also modify these Atlas Terms of Use at any time, such modification shall be effective immediately upon posting of the modified Terms of Use on www.lloyds.com. Accordingly, continued access or use of Atlas is deemed to be acceptance of the modified Atlas Terms of Use. Material modifications to these Atlas Terms of Use as determined in Lloyd's sole discretion will be notified to the Firm and Users.

10. Data Protection

- 10.1 Where any personal data as defined in the Data Protection Act 1998 (“the Act”) is provided by the Firm or its Users to Lloyd’s or uploaded on to Atlas the Firm warrants that:
- (i) it has obtained the consent of the Users or the individuals to whom the personal data relates to provide such personal data to Lloyd’s and/or upload it on to Atlas and to permit Lloyd’s to process such personal data in accordance with clause 10.2; and
 - (ii) it has complied with the requirements as set out in the Act or in any other Applicable Regulations.
- 10.2 Lloyd’s will process any personal data provided by the Firm in accordance with Appendix 1 to the Coverholder Application Form [link] (“Appendix 1”).
- 10.3 Firms and Users agree that Lloyd’s may transfer personal data to individuals and organisations located outside the EEA in countries which may not provide legal protection of information which is equivalent to the protection provided in the United Kingdom. Firms and Users expressly consent, and where applicable Firms warrant that they have obtained the express consent of individuals, to such personal data being disclosed to those parties identified in Appendix 1 and understand that details of the individuals, organisations and countries involved will be provided on request.

11. Security

- 11.1 Lloyd’s will use reasonable endeavours to ensure that Atlas is reasonably secure. However, Lloyd’s cannot guarantee that any material or Information displayed or submitted to Atlas has not been interfered with.
- 11.2 If the Firm or Users choose to send any electronic communications (whether by email or otherwise) to Lloyd’s or submit Information to Atlas, they do so at their own risk. Lloyd’s cannot guarantee that such communications will not be intercepted or that they will reach the intended recipient safely or that Information displayed on Atlas will not be changed.

12. Warranties

- 12.1 Atlas is provided “as is” and Lloyd’s gives no warranties in respect thereof. Specifically, but without limitation, Lloyd’s does not warrant that:
- (i) the Firm or Users will be able to use Atlas or that it will continue to be made available in its current or any other form;
 - (ii) Atlas or any software or material of whatever nature available on or downloaded from it will be free from viruses or defects or harmful

components, compatible with the Firm's or User's equipment or fit for any purpose. It is the Firm's and User's responsibility to use suitable anti-virus software on any software or other material that it may download from Atlas and to ensure compatibility of such software or other material with their equipment; and

(iii) any content or information published on Atlas is accurate or complete.

12.2 Any warranties which would otherwise be implied by law (including, without limitation, warranties as to satisfactory quality, fitness for purpose or skill and care) are hereby excluded.

13. Content Warranty

13.1 The Firm shall be entirely responsible for the content and accuracy of all the Information it or its Users submit on Atlas except to the extent that it has been modified or altered in accordance with clause 6.4 above. Firms and Users hereby warrant that all Information they provide to Lloyd's via Atlas shall be accurate and complete and shall use best endeavours not to infringe any third party rights.

13.2 Although Lloyd's has taken all reasonable care to prevent unauthorised access to Atlas and to ensure that the Information provided on Atlas is secure, Lloyd's gives no warranties of any kind, express or implied, with regard to the accuracy, timeliness or completeness of any such Information. Users are responsible for verifying the accuracy of any data on which they intend to rely upon.

14. Indemnity and Liability

14.1 The Firm agrees to indemnify, defend and hold Lloyd's harmless from and against any liability, loss, damages, costs, claims and expenses (including reasonable legal fees) suffered or incurred by Lloyd's at any time as a result of the Information provided by the Firm or its Users. This indemnity shall not apply to any negligent act or omission by Lloyd's or its employees.

14.2 Lloyd's accepts no responsibility or liability for a Firm's use of or inability to use or any Users' use of or inability to use Atlas or any loss or costs arising from out-of-date or inaccurate Information provided by Firms or Users nor for any loss or damage arising from any communications, missed or delayed or otherwise, between the Firm and/or a User and Lloyd's.

14.3 Lloyd's shall not be liable for any failure or delay in performing its obligations under these Atlas Terms of Use that arises as a result of circumstances beyond its reasonable control.

14.4 Lloyd's shall not be liable to a Firm or Users whether for negligence, breach of contract, misrepresentation or otherwise, for (i) any direct loss or damage; (ii) loss or damage arising from third party claims; (iii) loss of profit or goodwill suffered by a

Firm or Users; or (iv) indirect or consequential loss or damage suffered by a Firm or Users.

14.5 Except as set out in these Atlas Terms of Use, all conditions, warranties and representations, express or implied by statute, common law or otherwise are expressly excluded.

14.6 Nothing in these Terms of Use shall operate to limit Lloyd's liability for (i) fraud, or (ii) death and personal injury caused as a result of negligence on the part of Lloyd's or its employees.

15. Termination

15.1 Lloyd's reserves the right unilaterally to terminate at any time the provision of Atlas to a Firm or User and to deny access to Atlas immediately for any reason, including but not limited to, a Firm and/or User's abuse or misuse of Atlas as determined by Lloyd's in its sole discretion.

15.2 Termination of these Atlas Terms of Use will not affect any obligations that accrue before such termination.

16. Severability and inconsistency

16.1 If any provision in these Atlas Terms of Use shall be unlawful, void or for any reason unenforceable, that provision shall be deemed severable from the rest of the Atlas Terms of Use and shall not affect the validity and enforceability of the remaining provisions.

17. Governing Law and Jurisdiction

17.1 These Atlas Terms of Use and all matters arising from or in connection with them shall be governed and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18. Enforcement

18.1 The failure by either party to enforce any provision of these Atlas Terms of Use shall not be deemed as a waiver of the right to enforce such term or condition.